



**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

FITNESS INTERNATIONAL, LLC,

CASE NUMBER

8:22-cv-01800-DOC (DFMx)

PLAINTIFF(S)

v.

LEAH ALSPAUGH,

**NOTICE AND ORDER RE FILING BY  
VEXATIOUS LITIGANT**

DEFENDANT(S).

On May 25, 2023, the Court received the attached

☐ Complaint ☐ Petition ☐ Notice of Removal, captioned

☒ other document(s), entitled Declarations of Appeal (2); CV-30

from \_\_\_\_\_, who was found by the Court on \_\_\_\_\_

in case number \_\_\_\_\_ to be a vexatious litigant and/or subject to the following restrictions on the filing of additional documents:

- ☒ A court order or written authorization from a judge must be obtained prior to the filing of document(s).
- ☐ Submission of document(s) for filing requires a Motion for Leave to File.
- ☐ Document(s) must be pre-screened by the Court before filing.
- ☐ Filing fee must be paid.
- ☐ No further filings are to be accepted in this case from the person named above or anyone acting on his or her behalf.
- ☐ Bond in the amount of \$ \_\_\_\_\_ must be posted in order to proceed.
- ☒ Other : On May 4, 2023, defendant was declared a vexatious litigant by Judge David O. Carter (see dkt. #67). No future filings without leave of court.

Pursuant to the terms of the order imposing filing restrictions, the attached document(s) will be forwarded to the

☐ assigned magistrate judge ☐ assigned district judge ☐ Chief Judge for review.

☐ IT IS HEREBY ORDERED that the document(s) presented:

☐ be filed in the above-captioned case.

☐ be filed in case number \_\_\_\_\_.

☐ be filed as a new case.

or

☐ IT IS RECOMMENDED that the document(s) presented not be filed. The Clerk is directed to forward this recommendation to the appropriate district judge for review.

Date \_\_\_\_\_

United States Magistrate Judge

IT IS HEREBY ORDERED that the document(s) presented

☒ not be filed.

☐ be filed in the above-captioned case.

☐ be filed in case number \_\_\_\_\_.

☐ be filed as a new case.

Date May 30, 2023

David O. Carter  
United States District Judge

Leah Alspaugh

1255 elden ave unit 520 mailbox 56

Los angeles, Ca 90006

Leah Alspaugh

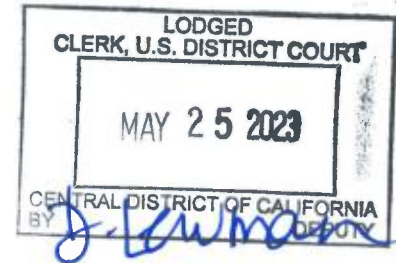
Vs

Fitness International Ilc

Case number

8:22-cv-01800-DOC-DFM

March 22, 2023



#### DECLARATION OF APPEAL

nIneth circuit court

State of California

CCCP 11/1600

Defendant appeals the courts decision of special verdict in the matter of fitness international Ilc vs leah alspaugh. Defendant is a compentant adult residing in the state of califonia, los angeles. Defendant requests judicial review of the California district court in santa ana, ca. Defendant alleges that federal judges are considered and retained by appointment of federal officials by standard motions requested by defendant justly afermentioned within statutes such as stipulated motions to retain cancel and motions to change venue under consideration that the judge did not reside in the district court of California under federal governance as required and also by delioberating between the plaintiff with motions that were not served to the defendant or known to the defendant in regard to other parties of 1 to 50 does that were ajoined in the intial complaint. Proceeding to filings in other jurisdictions of a state matter which monopolize a multilateral standard of violation of anti trust laws held by federal regulations. \$650 PENAL CODE misappropriation of us funds. In the matter of chase bank vs American media corporation. The matter of Alexandria house in hong kong. The matter of Bloomberg financial statements february 2023. The matter of ADR REFFERAL AT 2029 CONSTELLATION PLACE BEVERLY HILL, CA. The matter of bank of America et al. The matter of bny bank vs Stacey engram. The defendant also finds that the counsel committed violations of the clayton act without negligence in finding alternate third party state court jurisdictions enjoined with the defendants federal case. Plaintiff knowingly and admittingly witnessed that the mark of commerce and trademark was LA Fitness defendants claim to ownership. The clayton act prohibits mergers and acquisitions where the effect may be substantially to lessen competition or to tend to create a monopoly.. In the matter of federal trademark infringement I also ask the appeallated court to consider U.S CODE \$18- aquistion by one corporation of stock of another. In the case of United States of America vs fitness international Ilc filed in 2021 involving fitness

international llc requiring the united states to be ada compliant subset to the compliance of la fitness it is proven that fitness international llc knowingly and willingly used the la fitness and proresults trademark already set into commerce in 2006 altered the used of la fitness and proresults federal regulated trademark.

The defendant provided proof of ownership in the LA FITNESS BY provided the initial surety and causality bond issued by marsh usa also the warranty deed for the property commenced with the commerce of la fitness and proresults. Defendant also provided proof of title from the irs document holder chinj yi huang that proved the ownership of the entity. The defendant too showed credit reports from transunion Equifax and mbzusa that clearly indicated identity theft of fitness international llc showing multiple mortgage lines, trade lines, and convergant mobile. Insurance code violations in decree of business ownership states that the insured holds 50 percent ownership of a corporation. In this matter la fitness and proresults is not a corporation but a sole proprietorship as fitness international llc is a limited liability company under federal rule of trademark and commerce it is common law fraud to obtain the trademark with intent to distribute, sale, or destroy common stock without defendants consent.

In united states of America vs fitness international llc the use of the united states to pay for ada compliance while la fitness was compliant with its sports clubs initiated a jus cause and expense of fitness international llc to obtain the trademark. It was proposed negligence on the owners part uniformed of the transfer or substitution of its officers, agents, employee, or members. Under federal trademark of lafitness and proresults it was a public entity where the use of public us funds were put into commerce substituting the value of the entity by fitness international llc claiming its possession of the la fitness pro results trademark already in commerce through united fire insurance chase manhattan and bank of west and la fitness proresults by laws and fitness proffessionals.is common law fraud. The settlement or the award and restitution granted to fitness international llc was misuse of business proffessions conduct foul and unjust.

The defendant too requests a new trial or a mistrial given that the testimony and the witness of one black man from Irvine ca was not credible. He stated he had never seen or met the plaintiffs in any prior occasion until given testimony. On a prior occasion where he was working in a la fitness club I witness the plaintiff alicia lin ling chen sit outside of the club on the patio sitting in front of the club. Upon entering the club she duck her head then the police came from another jurisdiction outside of the city to remove me from the property.

The witness from the bank of west too jeff lin was not credible stating that fitness international llc were the account holders at bank of west. The relationship with bank of west only is la fitness the use of ein number and operating permit is only la fitness.

Orlando Gonzalez too was not a credible witness he claimed to have worked in a la fitness corp0orate headquarters on dove drive in Newport beach,ca which too was untrue. The corporate headquarters of la fitness was never located at that location. He too stated an employee of leah alsbaughs bob dugan told him to write me a trespass letter and give it to me. He stated that a senior officer requested that he do this for him . Which too was not credible.

All motions were denied on behalf of the defendant and all evidence given in testimony and discovery by the defendant would too be considered to be heard or use of mistrial in the appellate court.

NAME, ADDRESS, AND TELEPHONE NUMBER OF ATTORNEY(S)  
OR OF PARTY APPEARING IN PRO PERLeah Alsbaugh  
1255 Elden Ave Unit 520  
Los Angeles, Ca 90004

ATTORNEY(S) FOR:

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

CASE NUMBER:

v. Fitness International, Inc. Plaintiff(s),

8:22-CV-01800-DOC-DFM

Leah Alsbaugh Defendant(s)

CERTIFICATION AND NOTICE  
OF INTERESTED PARTIES  
(Local Rule 7.1-1)

TO: THE COURT AND ALL PARTIES OF RECORD:

The undersigned, counsel of record for Leah Alsbaugh or party appearing in pro per, certifies that the following listed party (or parties) may have a pecuniary interest in the outcome of this case. These representations are made to enable the Court to evaluate possible disqualification or recusal.

(List the names of all such parties and identify their connection and interest. Use additional sheet if necessary.)

PARTY	CONNECTION / INTEREST
HCC Chase Manhattan	— Coroner
American Media Company	— Fitness International Owner
Westport	— Insurer
Sunset Plaza Indemnity	— Casualty
Travelers Insurance	— Casualty
Eagle Rock Investments LLC	— Liability
Louis Welch	— CEO
Mark Greenberg	— CEO
<del>XXXXXXXXXX</del>	— CEO

Date

5/20/2023

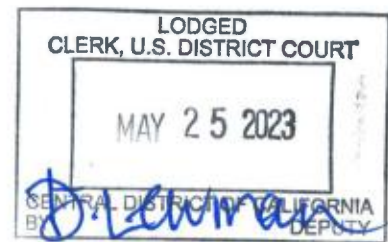
Signature

Attorney of record for (or name of party appearing in pro per):

LEAH ALSPAUGH

VS

FITNESS INTERNATIONAL LLC



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### Declaration of appeal

Plaintiff alleges that the facts of the verdict are in error

1 Jury panel of 6 jurors

2 amount awarded in punitive damages

Defendant finds that the evidence given in court and testimony by defendant proved that defendant has ownership in the said la fitness property under warranty of property by endurance. Per business insurance code if a person is the owner or insured for the operation of commerce than they hold ownership in the property.. In the case of this matter defendant seeks appellate court to review exhibits shown in testimony and hear said testimony of defendant. By issuance of new trial defendant will under a ruling jurisdiction defendant will be able to maintain counsel and witness to testify that the warranty deed defendant possess is in fact true and correct for la fitness

3 amount awarded in fraud damages

Defendant provided true and actual data sets of credit reports from transunion, convergant mobile, equifax, and mbz usa that clearly stated multiple mortgage lines, trading lines, and wireless connections used under my identity

4 The defendant also seeks to review the complaint filed did not seek damages but just injunction

Also in the adr mediation agreement. The jury instructions and motifs in trial were inadmittable

5 Defendant seeks appellate to review the judges decision to communicate with plaintiffs in regards to 1-50 does and not serving it to defendant not allowing the defendant any remedy or justify to maintain her defense

7 Defendant request a judicial review on the matter of residing judge as follows a federal case must be heard under federal governance and this specific judge David ocarter was not appointed by any federal governance. Thus the request for change of venue was denied